BEFORE THE BOARD OF MEDICAL EXAMINERS
OF THE STATE OF NEVADA

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In The Matter of Charges and
Complaint Against
JAMES G. BOYLE, R.R.T.
Respondent.

Case No. 09-33089-1

FILED
DEC - 6 2010
NEVADA STATE BOARD OF
MEDICAL EXAMINERS
By:

SETTLEMENT, WAIVER AND CONSENT AGREEMENT

THIS AGREEMENT is entered into by and between the Investigative Committee (IC) of the Nevada State Board of Medical Examiners (the Board) composed of Benjamin J. Rodriguez, M.D, Mr. Van V. Heffner, and Beverly Neyland, M.D. by and through counsel, Lyn E. Beggs, Esq., and James G. Boyle, R.R.T. (Respondent), by and through his counsel Hal Taylor, Esq., as follows:

WHEREAS, on November 19, 2009, the Board’s IC filed a First Amended Complaint in the above referenced matter charging Respondent with engaging in conduct that is grounds for discipline pursuant to the Medical Practice Act (NRS Chapter 630 and NAC Chapter 630) to wit: one count of willfully and intentionally making a false or fraudulent statement in applying for or renewing a license to practice respiratory care, a violation of NAC 630.540(1) and one count of having a license to practice respiratory care revoked in any other jurisdiction, a violation of NAC 630.540(12); and

WHEREAS, Respondent has received and reviewed a copy of the First Amended Complaint, understands it, and has consulted with competent counsel Hal Taylor, Esq., concerning the nature and significance of the First Amended Complaint and Respondent is fully advised concerning his rights and defenses to the complaint as well as the possible sanctions that may be imposed if the Board finds and concludes that he has engaged in conduct that is grounds for discipline pursuant to the Medical Practice Act and after due consideration and consultation with
his counsel concedes that his license to practice respiratory care was revoked by default in the state
of California in 1999 as set forth in count II of the First Amended Complaint; and

WHEREAS, Respondent understands and agrees that this Agreement is entered into by
and between himself and the Board’s Investigative Committee, and not with the Board, but that the
Investigative Committee will present this Agreement to the Board for consideration in open
session at a Board meeting, appropriately noticed, and that the Investigative Committee shall
advocate approval of this Agreement by the Board, but that the Board has the right to decide in its
own discretion whether or not to approve this Agreement; and

WHEREAS, Respondent and the Investigative Committee each understand and agree that
if the Board approves the terms, covenants and conditions of this Agreement, then the terms,
covenants and conditions enumerated below shall be binding and enforceable upon Respondent
and the Board’s Investigative Committee; and

NOW THEREFORE, in order to resolve the above-captioned case and charges brought
against Respondent by the Board’s Investigative Committee in said matter, Respondent and the
Investigative Committee hereby agree to the following terms, covenants and conditions:

1. **Consent to Entry of Order.** In order to resolve the matter of these disciplinary
proceedings pending against him without any further costs and expense of providing a defense to
the First Amended Complaint or to any other amended complaints, Respondent hereby agrees that
an order may be entered herein by the Board finding that Respondent engaged in conduct that is
grounds for discipline pursuant to the Medical Practice Act to wit: having a license to practice
respiratory care revoked in any other jurisdiction as set forth in count II of the First Amended
Complaint, a violation of NAC 630.540(12) and ordering that Respondent be issued a public
reprimand. Furthermore, Respondent shall be ordered to reimburse the Board the reasonable costs
and expenses incurred in the investigation and prosecution of this case, the current amount being
$1619.34. The costs and fines shall be paid to the Nevada State Board of Medical Examiners
within ninety (90) days of the acceptance of this Agreement by the Board. Furthermore, count I
of the Complaint shall be dismissed.

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2. **Jurisdiction.** Respondent was at all times mentioned in the First Amended Complaint filed in the above-captioned matter was a Registered Respiratory Therapist, licensed to practice respiratory care in the state of Nevada subject to the jurisdiction of the Board to hear and adjudicate charges of violations of the Medical Practice Act (NRS and NAC 630), and to impose sanctions as provided by the Act.

3. **Waiver of Rights.** Respondent covenants and agrees that he enters into this Agreement knowingly, willingly, and intelligently with the advice of above identified counsel. In connection with this Agreement, and the terms, covenants and conditions contained herein, Respondent knowingly, willingly and intelligently, waives all rights arising under or pursuant to the United States Constitution, the Constitution of the state of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or that may apply to Respondent in connection with the proceeding regarding the First Amended Complaint filed herein, the defense of said First Amended Complaint and the adjudication of the charges in said First Amended Complaint, and Respondent further agrees that the matter of the disciplinary action commenced by the filing of the complaint herein may be settled and resolved in accordance with this Agreement without a hearing or any further proceeding, and without the right to judicial review. In the event this Agreement is not approved by the Board, this Agreement shall have no force and effect and Respondent shall have all rights arising under or pursuant to the United States Constitution, the Constitution of the State of Nevada, NRS Chapter 630 and NRS Chapter 233B that may be available to Respondent or that may apply to Respondent in connection with the proceeding on the complaint filed herein.

4. **Acknowledgement of Reasonable Basis to Proceed.** Respondent covenants and agrees that the Board’s Investigative Committee has a reasonable basis to believe that Respondent violated one or more provisions of the Medical Practice Act.

5. **Procedure for Adoption of Agreement.** It is expressly understood that this Agreement will only become effective if the Board approves the recommendation of the Investigative Committee for acceptance. The Investigative Committee and counsel for the Investigative Committee shall recommend approval of the terms, covenants and conditions
contained herein by the Board in resolution of the disciplinary proceedings pending herein
against Respondent pursuant to the First Amended Complaint. In the course of seeking Board
approval of this Agreement, counsel for the Investigative Committee may communicate directly
with the Board staff and members of the panel of the Board who would adjudicate this case if it
were to go to hearing. Respondent covenants and agrees that such contacts and communication
may be made or conducted ex parte, without notice or opportunity to be heard on his part or on
the part of his counsel, if any, until the public Board meeting where this Agreement is discussed,
and that such contacts and communications may include, but not be limited to, matters
concerning this Agreement, the First Amended Complaint and the allegations therein, any and
all evidence that may exist in support of the First Amended Complaint, and any and all
information of every nature whatsoever related to the complaint against Respondent. The
Investigative Committee and its counsel agree that Respondent and his counsel, if any, may
appear at the Board meeting where this Agreement is discussed in order to respond to any and
all questions that may be addressed to the Investigative Committee or its counsel at such
meeting.

6. **Effect of Acceptance of Agreement by Board.** In the event the Board approves
the terms, covenants and conditions set out in this Agreement, counsel for the Investigative
Committee will cause to be entered herein the Board’s Order approving this Settlement, Waiver
and Consent Agreement, ordering full compliance with the terms herein and ordering that this
case be closed, subject to the provisions in Paragraph 1.

7. **Effect of Rejection of Agreement by Board.** In the event the Board does not
approve the terms, covenants and conditions set out in this Agreement, this Agreement shall be
null, void, and of no further force and effect except as to the following covenant and agreement
regarding disqualification of adjudicating Board panel members. Respondent agrees that,
notwithstanding rejection of this Agreement by the Board, nothing contained herein and nothing
that occurs pursuant to efforts of the Investigative Committee or its counsel to seek acceptance
and adoption of this Agreement by the Board shall disqualify any member of the adjudicating
panel of the Board from considering the charges against Respondent and participating in the
disciplinary proceedings in any role, including adjudication of the case, and Respondent further
agrees that he shall not seek to disqualify any such member absent evidence of bad faith.

8. **Release From Liability.** In execution of this Agreement, the Respondent, for
himself, his executors, successors and assigns, hereby releases and forever discharges the state
of Nevada, the Board, the Nevada Attorney General, and each of their members, agents and
employees in their representative capacities, and in their individual capacities absent evidence of
bad faith, from any and all manner of actions, causes of action, suits, debts, judgments,
executions, claims and demands whatsoever, known and unknown, in law or equity, that
Respondent ever had, now has, may have or claim to have, against any or all of the persons or
entities named in this paragraph arising out of or by reason of this investigation, this disciplinary
action, this settlement or its administration, in connection with the complaint. The Investigative
Committee hereby agrees to accept this Agreement in full settlement of all claims related to the
complaint, with the understanding that the final decision rests with the Board.

9. **Binding Effect.** Respondent covenants and agrees that this Agreement is a
binding and enforceable contract upon Respondent and the Board’s Investigative Committee,
which contract may be enforced in a court or tribunal having jurisdiction.

10. **Forum Selection Clause.** Respondent covenants and agrees that in the event
either party is required to seek enforcement of this Agreement in the district court, he consents
to such jurisdiction, and covenants and agrees that exclusive jurisdiction shall be in the Second
Judicial District Court of the State of Nevada in and for the County of Washoe.

11. **Attorneys’ Fees and Costs.** Respondent covenants and agrees that in the event
an action is commenced in the district court to enforce any provision of this Agreement, the
prevailing party shall be entitled to recover reasonable costs and attorneys’ fees.

12. **Failure to comply with terms.** In the event the Board enters its Order approving
this Agreement, upon receipt of credible information that Respondent has failed to comply with
any term or condition of this Order, the Board shall be authorized to immediately suspend
Respondent’s license until Respondent complies with the term or condition. Failure to comply
with the terms recited herein may result in additional disciplinary action being initiated against
Respondent for a violation of an Order of the Board in accordance with NRS 630.3065(2)(a). Furthermore, any failure to pay any fine, fee, or cost ordered herein will also result in such legal action as determined to be necessary to collect the unpaid fine, fee, or cost.

Dated this 2nd day of November, 2010. Dated this 27th day of October, 2010.

By: Lyn E. Beggs, Esq. By: Hal Taylor, Esq.
Attorney for the Investigative Committee Attorney for Respondent

UNDERSTOOD AND AGREED:

James G. Beggs, R.R.T., Respondent

Dated this 19th day of October, 2010.

Subscribed and sworn to before me this 25th day of October, 2010.

Sharon O. Keys
Notary Public

STATE OF NEVADA
COUNTY OF CLARK

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
No: 09-9881-1
Sharon O. Keys
My Appointment Expires Nov. 7, 2012
IT IS HEREBY ORDERED that the foregoing Settlement, Waiver and Consent Agreement is approved and accepted by the Nevada State Board of Medical Examiners on the 3rd day of December 2010, with the final total amount of costs due of $1,619.34. Count I of the First Amended Complaint is dismissed.

Charles N. Held, M.D., President
NEVADA STATE BOARD OF MEDICAL EXAMINERS